

## **Farm Credit Administration**

1501 Farm Credit Drive  
McLean, Virginia 22102-5090



Offerors:

Enclosed is Amendment No. 1 to Farm Credit Administration (FCA) Request for Proposals 00-FCA-RFP-01. This amendment includes answers to several questions that have been received by the FCA.

In addition, the solicitation is amended to extend the closing date for receipt of proposals from the currently stated time and date of 3:00 PM, June 27, 2000 to a new closing time and date of 3:00 PM, June 29, 2000

Please note that Amendment No. 1 must be signed and returned to the issuing office noted in block no. 6 on the Standard Form 30.

Sincerely,

Donald P. Clark, Director  
Office of Resources Management

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE 1 OF 5					
2. AMENDMENT/MODIFICATION NO. <b>1</b>		3. EFFECTIVE DATE <b>June 15, 2000</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)					
6. ISSUED BY CODE <b>Farm Credit Administration Contracting and Procurement 1501 Farm Credit Drive McLean, VA 22102-5090</b>				7. ADMINISTERED BY (If other than Item 5) CODE							
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, city, county, State and ZIP Code)  <b>All Offerors</b>				9A. AMENDMENT OF SOLICITATION NO. <b>00-FCA-RFP-01</b> 9B. DATED (SEE ITEM 11) <b>May 16, 2000</b> 10A. MODIFICATION OF CONTRACT/ORDER NO.  10B. DATED (SEE ITEM 13)							
CODE		FACILITY CODE									
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>											
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.											
12. ACCOUNTING AND APPROPRIATION DATA (If required)											
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>											
<input checked="" type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. <input type="checkbox"/> THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriate date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). <input type="checkbox"/> THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <input type="checkbox"/> OTHER (Specify type of modification and authority)											
IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.											
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)											
Solicitation 00-FCA-RFP-01, dated May 16, 2000, is hereby amended to incorporate the attached list of Questions and Answers.  The time and date for receipt of offers is extended from the currently stated 3:00 PM, June 27, 2000 to a new time and date of 3:00 PM, June 29, 2000. There are no other changes to the solicitation document itself. The answers clarify certain parts of the solicitation, but make no changes to it.											
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.											
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME OF CONTRACTING OFFICER <b>Donald P. Clark, Director Office of Resources Management</b>							
15B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		20C. DATE SIGNED					
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE				30-105		<b>STANDARD FORM 30 (REV. 10-83)</b> Prescribed by GSA FAR (48 CFR) 53.243					

Question 1. "General Question: Does this statement of work follow you current process? If not, what changes have you made"

Answer 1. No significant changes were made in the Statement of Work (SOW), therefore the SOW follows the current process.

Q. 2. (Reference Section C.1.1, Purpose): "Will Farm Credit agree the two years relocation experience level applies to the contractor's employees who are working directly with Farm Credit employees?"

A. 2. The two year relocation experience applies only to Contractor staff working directly with the FCA.

Q. 3 (Reference Section C.2.2, Inspection): "Requiring the appraisers to reflect the result of inspections in their value can delay the appraisal process and creates issues with employees regarding the appraisal process. This also creates problems with Amended sales when buyers request that the work be completed. Will Farm Credit agree to allow the appraisers to complete their appraisal assuming the property is free and clear of defects, and the employee will be required to correct any defects reflected in the inspections? The employee will have options, (1) complete the repairs during the offer period, (2) or have the cost of the repairs deducted from the equity. The contractor agrees that the employee is not liable for any additional repair costs after settlement with the contractor."

A.3. The purpose of the appraisal is to determine an accurate value for the property. Since the structural inspection might reveal defects in the property that would affect the value of the property, an appraisal not including the result of such inspection would not be accurate. Therefore, an inspection is necessary for an accurate appraisal. FCA is not amending the inspection and appraisal procedures set out in the SOW.

Q. 4, (Reference Section C.2.3, Title Search): "Does FCA require a full title search?"

A.4. FCA is requiring only a preliminary title search. However, if the Contractor determines that the state or local jurisdiction requires a full title search, then the preliminary title search shall be conducted as a full title search.

Q. 5, (Reference Section C.2.4.1, Initial Appraisals): "Is the employee required to select all the appraisers from the contractor list?"

A.5. Yes.

- Q. 6. (Reference Section C.2.6, Independent Marketing of Home): "Will the 30-day listing requirement start after the employee has received their offer?"
- A.6. The employee has 60 days in which to accept an offer from the relocation firm. As long as the employee has marketed the property for a period of 30 days prior to acceptance of the offer, it doesn't matter whether the 30 days have or have not transpired from the employee's receipt of the offer.
- Q. 7. (Reference Section C.2.6, Independent Marketing of Home): "Please clarify the statement: Any amount in excess of the Fair Market Value price that has been offered by the relocation firm shall be credited to the employee subsequent to settlement'" and
- "With an amended sale, the employee receives any amount over the fair market value when the contract is amended."
- A.7. If, after an amended sale with the property taken into inventory, the relocation firm sells the property at a price higher than the amended value sale price, the employee shall receive the additional amount.
- Q.8. (Reference Section C.2.8, Equity Advance): "Will FCA reimburse the contractor for an equity advance if the employee cancels and does not repay the equity advance?"
- A.8. See SOW Section C.2.8.1.c. Further, since the SOW requires the Contractor to develop procedures and documentation for equity advances, this is the type of information the FCA is requesting be provided in proposals.
- Q.9. (Reference Section C.2.9.2, Contractor Responsibility): "We assume that all other carrying and holding costs include interest on equity until the home is closed."
- A.9. Yes.
- Q.10. (Reference Section C.3, Moving Services): "Will FCA accept an alternative to GSA Centralized Household Goods Traffic Management Program? GSA is no longer a mandatory source for Household goods and federal agencies are using commercial household good contracts that provide cost savings and enhanced service options when compared to the GSA program. Additionally, the GSA Federal Supply Schedule has approved commercial household good programs as an alternative to the GSA program."
- A.10. Even though the GSA Centralized Household Goods Traffic Management Program is no longer a mandatory source for household goods transportation, FCA is requiring the utilization of this program by the Contractor. The use of this program eliminates the need for the Contractor to be a broker for household goods transportation services.

- Q.11. (Reference Section C.3.2, Prohibition on commissions / rate reductions): "GSA has completed extensive research on the subject of commissions and has issued a statement that commissions are not in violation of the AntiKickback Act of 1986. Additionally, there is a GAO decision that states commissions are not in violation of the Act. Will FCA support the decisions from GSA and GAO?"
- A.11. In GAO decisions B-240145, B-241988, and B-240145.3, the protestor contended that "commissions ... are compensation to the contractor for brokerage services provided to the carrier." The contractor will NOT be acting as a broker for the carriers, but instead will be performing certain services for the FCA in return for a fixed fee. FCA is not amending the solicitation prohibition on contractor receipt of commissions and/or rate reductions from carriers.
- Q.12. (Reference Section C.3.3.2, Audit and Payment by FCA) "Can you advise why FCA wants to audit and the pay all carriers' bills directly to the carrier? It is customary that the contractor performs the audit and payment process to the carrier."
- A.12. Since FCA will audit and pay the carrier invoices whether the Contractor audits them or not, there is no need for the FCA to pay for two audits of the same invoice. FCA will be making payment directly to the carriers , as there is no need for the FCA to pay the cost of Contractor financing such payments.
- Q.13. (Reference Section C.3.5.6, Providing Counseling to:): "GSA has approved the use of telephonic completion of the GSA 3080. This improves the return rate and ability to respond to issues and concerns quickly. Will FCA permit the contractor to complete the GSA 3080 telephonically?"
- A.13. It is FCA's determination that employees will give a better and fuller feedback in written form, therefore the use of the written GSA form 3080 is the only authorized method FCA will allow under this contract for employee evaluation of the move and carrier.
- Q.14. (Reference Section C.4.2, Selection of Brokers): "Will FCA explain when the reliance on a national brokerage firm in a market is inappropriate?"
- A.14. It is the intent of the FCA for the Contractor to use real estate firms that are "thoroughly acquainted with the local market." Most likely, these firms will be local small business firms that are closely attuned to the local community and real estate market. Inappropriate reliance on a national brokerage firm could be defined as exclusive use of one or a few such firm(s); when other (local) firms have more experience in the local market; etc.

Q.15. (Reference Section I.1, Clauses Incorporated by Reference, Page 28, FAR Clause 52.232.34): "This contradicts Section G3 of the solicitation."

A.15. The "contradiction" would appear to be in the wording of Section G.3.1 (i.e., "Payments by the FCA under this contract will be made by check or electronic funds transfer (EFT) at the option of the FCA.) It is the policy of FCA to make all payments by EFT, unless circumstances prevent the use of EFT. Only if EFT cannot be used will FCA make payment by check. The apparent contradiction, therefore, is illusory, since FAR Clause (a)(2) specifically allows payment by check under certain circumstances, the same circumstances that FCA anticipates would be the reason for FCA payments to be made by check.

Q.16.a (Reference Section L.3.1 General): "The technical volume is limited to 50 pages, but FCA requires that each response shall be keyed to the corresponding paragraph and sub paragraph in Section C, in the order that each paragraph / subparagraph appears. Each response shall restate the requirement and contain sufficient detail for each corresponding paragraph/subparagraph to substantiate the reply.' Section C is 10 pages long, this reduces the technical discussion to 40 pages, will FCA agree to allow 60 pages to permit the restating of Section C?"

A.16.a FCA is not relaxing the 50 page limit. FCA will allow the offeror to paraphrase the paragraphs and subparagraphs of Section C, so there is no need to quote them verbatim, especially such paragraphs as Section C.1.1, Purpose, and Section C.1.2, Introduction.

Q.16.b Examples of materials and forms are typically included in an exhibit section of the Technical Volume, or a separate volume. Will FCA agree that exhibits are not included in the page limitation?

A.16.b Resumes, examples of materials and forms should be included in an exhibit section of the Technical Volume, inserted immediately behind the offeror's response to the SOW. As long as such materials are clearly marked as resumes and/or exhibits, they will not be included in the restriction on the number of pages. FCA is not authorizing the use of a separate volume for resumes, examples of materials and forms, etc.